

# Nimbus ShApp

## General Terms of Use (GTU)

### 1 Area of applicability

The use of the Nimbus ShApp Internet platform enables electronic communication between a public limited company, cooperative, limited liability company, association or partnership (hereinafter referred to as "Company") and the shareholder, cooperative member or partner (hereinafter referred to as "User") via the Internet.

These General Terms of Use (hereinafter referred to as "GTU") apply to all legal relationships between the Company, its authorised service providers (hereinafter referred to as "representatives") and the User to the extent that Nimbus ShApp is used. These GTU constitute an integral part of the agreements concluded within the scope of this legal relationship, unless something different is expressly agreed between the Company and the User.

### 2 General Terms

#### 2.1 Scope of Applicability

These general terms apply to all current and future electronic services (hereinafter referred to as "services") in connection with the use of Nimbus ShApp, unless something different is agreed in the special conditions for the respective services.

The corresponding special conditions and the applicable conditions of any existing Internet pages apply to individual services.

In the case of contradictions between provisions of the general terms and the special terms of the respective services, the special terms shall have priority.

#### 2.2 Access to the Services

The User's technical access to the services takes place by means of providers selected by the User himself and special software obtained by the User from third parties via the Internet, a mobile phone purchased by the User from third parties and/or another terminal device of the User that at least meet the minimum requirements specified on the Company's respective up-to-date website or elsewhere.

Access to the respective services is granted to anybody who authenticates himself with the details outlined in the respective special terms.

Unless otherwise agreed, orders, notifications and similar information that the User sends by e-mail are non-binding.

#### 2.3 Due Diligence of the User

The User shall verify the completeness and correctness of all data he enters. The responsibility for data sent by the User remains with the User until the data are taken over by the Company's system. The User is obliged to minimise the security risks resulting from the use of the respective medium (e.g. Internet, mobile phone, etc.) by taking suitable precautions (especially virus protection and firewall software) and keeping these up to date.

If necessary for the access to the services, the User shall communicate his current e-mail address etc. to the Company or its representatives.

#### 2.4 Complaints of the User

If the User has sent an order to the Company via electronic means and if the User, after the order has been placed, notices that the Company or its representatives cannot execute or can only partially execute the order, the User shall without delay file a complaint with the Company.

#### 2.5 Exclusion of Guarantee and Liability

The Company or its representatives cannot guarantee unlimited access to the respective services or unlimited use of the respective services. Moreover, unlimited operability of the Internet cannot be guaranteed. Nor can it be guaranteed that information transmitted by e-mail, etc. at the request of the User shall reach the User at all or within a meaningful period.

The Company or its representatives do not guarantee that the data, information, notifications, etc. transmitted within the scope of the respective services (hereinafter referred to as "data") are correct and complete. Especially the details concerning custody accounts (statements, transactions, etc.) and publicly-accessible information shall be regarded as provisional and non-binding, unless agreed otherwise.

The Company or its representatives do not accept any liability for damage that the User incurs from his or his authorised representatives' lack of capacity to act. Moreover, they do not accept any liability for indirect damage and consequential damage, such as lost profit, third-party claims or damage arising from the non-fulfilment of contractual obligations by the User.

The Company or its representatives do not accept any liability for the User's terminal device (e.g. computer, mobile phone, etc.), the technical access to the respective services and the required software. Moreover, no liability is accepted for any defects in software delivered, e.g. on storage media, via download, etc. The services are performed over an open network that is accessible to all (e.g. Internet, telephone network, etc.). The Company or its representatives do not accept any liability for damage arising from the use of the open network. In particular, they do not accept any liability for damage that the User incurs as a result of transmission errors, technical defects, malfunction, interruption and delay (especially in the processing), unlawful manipulation of systems of network and/or telecommunications operators, overload of the systems of network and/or telecommunications operators, malicious congestion of the electronic access by third parties or malfunction, interruption or other deficiencies on the part of the network and/or telecommunications operators.

If security risks are identified, the Company or its representatives also reserve the right to suspend the respective services at any time until these risks are eliminated. Moreover, the Company or its representatives are entitled to suspend the respective services for maintenance work. The Company or its representatives do not accept any liability for damage that may arise from such suspension or blocking pursuant to section 2.7.

#### 2.6 Powers of Attorney

The authorisation of representatives of the User to use the respective services of the Company is valid until duly revoked in writing. It is expressly determined that a granted authorisation shall not expire upon the User's death or loss of the capacity to act, but shall remain in force until expressly revoked in writing.

## 2.7 Blocking

The User may have his access or the access of his authorised representatives to the respective services of the Company blocked. The blocking may only be requested during the Company's normal office hours and must be confirmed to the Company in writing without delay.

The block or suspension can only be lifted by written request of the User to the Company. The Company or its representatives may block the access of the User and/or of his authorised representatives to individual or all services at any time, without specifying reasons and without prior notice of termination.

## 2.8 Protection of User Data

Data protection is governed exclusively by the provisions of Swiss legislation, in particular the FADP and the associated ordinances.

The user acknowledges that their personal data will be processed exclusively within the scope of the purpose of the contract.

The user further acknowledges and agrees that their personal data, as well as the data collected for the purpose of granting power of attorney and issuing instructions within the purpose of the contract, will be processed and that such data will be forwarded to the company's share register via appropriate technical interfaces.

The User acknowledges that the protection of the data is limited to the territory of Switzerland and that thus all electronic data to be transmitted and/or stored abroad are not protected.

The User accepts the fact that when using the Internet, mobile phones, etc. the data are transmitted over an open network that is accessible to the public. In this context, the data may be subject to uncontrolled transmission across national borders, even if both the sender and the recipient are located in Switzerland.

The User also accepts the fact that information of the Company that the User requests separately by e-mail, text message, etc. is usually unencrypted, so that the data are not protected. Even if the transmission is encrypted, the sender and recipient remain unencrypted. Third parties may therefore be able to draw conclusions regarding an existing shareholder relationship.

## 2.9 Security

Under normal circumstances, the encryption employed makes it impossible for unauthorised parties to view confidential User data. However, despite all state-of-the-art security precautions on both the Company and the User sides, absolute security cannot be guaranteed. The terminal device (computer, mobile phone, etc.) and/or the network of the User are part of the system. However, these are outside the reach of the Company and may become a vulnerable point in the system.

The User accepts the following risks:

- Insufficient knowledge of the system and deficient security

precautions (e.g. insufficiently protected storage of data on the hard disk) may facilitate unauthorised access. There is a persistent danger of the computer being infected with computer viruses from the outside world via computer networks (e.g. Internet) or storage media. The User is responsible for obtaining detailed information on the required state-of-the-art security precautions.

- It is important for the User to only use software from trustworthy sources.
- Nobody can exclude the generation of traffic statistics by Internet providers, i.e. the provider may find out whom the User contacted, and when.
- A third party may stealthily gain access to the User's terminal device while using the network, e.g. the Internet.
- Information of the Company that the User requests separately by e-mail, etc. is usually unencrypted.

The User shall ensure that the system cannot be used by any unauthorised third parties. In particular, he shall keep the established authentication details (e.g. access codes, passwords, etc.) secret and change them regularly. As soon as it is noticed or suspected that the User's access is being used by third parties or that unauthorised use is taking place, the User shall without delay take suitable steps to prevent such access.

The User undertakes to acknowledge the security information provided to the User on the Web pages of the respective service providers or in other form (as well as information of the Company on its home page) and implement any recommended security measures within a reasonable period.

## 3 Special Terms for Internet Services

### 3.1 Scope of Applicability

The special terms of Internet services supplement and/or amend the general terms of electronic services and apply to the Internet services.

### 3.2 Service Offer

The Internet services offered by the Company are described on the Nimbus ShApp product sheet and the respective Web pages of the Company.

The Company reserves the right to change the service offer at any time.

### 3.3 Authentication Details (Self-Authentication)

Access to the Internet services is granted to anybody who, while using the system, authenticates himself by entering the details valid for these services. The Company reserves the right to change the service offer at any time.

The authentication details will be sent to the User's delivery address that has been communicated to the Company. The User acknowledges and agrees that the Company or its representatives cannot verify who receives and uses the authentication details. Especially in the case of legal entities and/or delivery to a business address, the User alone is responsible for monitoring the receipt of the authentication details and their use.

The Company will consider anybody who authenticates himself in the designated way as (legitimate) user. Therefore, such a

person is entitled to use the Internet services within the scope that the (legitimate) User is permitted. The Company is under no obligation to further verify the authentication. However, the Company may at any time and without specifying reasons request further proof of the authorisation and withhold the execution of orders until such proof is furnished.

All instructions and notifications that the Company executes in compliance with these principles are attributable to the shareholder, even if these should not originate from him or his authorised representatives.

### **3.4 Due Diligence of the User**

The User undertakes to change the first password communicated to him by the Company without delay upon receipt and regularly thereafter. The password must not consist of combinations that can be guessed easily (e.g. telephone number, date of birth, vehicle registration plate, etc.).

The User shall store the authentication details with great care and separately from each other. Moreover, the User shall keep the identification details secret and protect them from misuse by unauthorised parties. In particular, identification details shall not be stored without protection on the User's terminal device (e.g. computer or mobile phone) or elsewhere or be handed over to third parties or be made accessible in any other way.

The User shall bear all consequences resulting from the use or misuse of these authentication details or those of his authorised representatives.

If there is reason to suspect that unauthorised third parties have gained access to one or several authentication details of the User, the User shall without delay replace or change the respective authentication details. If this is not possible, the User shall without delay block the access to the respective services or have it blocked.

## **4 Terms for the Electronic Issuing of Power of Attorney and Instructions from the User**

### **4.1 Scope of Services**

By activating the respective service of Nimbus ShApp, the User can electronically send his power of attorney and voting instructions concerning the agenda items at the Company's Meeting (general meeting, shareholders' meeting or cooperative meeting) to the independent proxy designated by the Company.

The party that the Company has entrusted with the handling of Nimbus ShApp will receive the electronically-issued powers of attorney and voting instructions of the User and forward them to the independent proxy.

The User acknowledges that the forwarding of the electronically-transmitted power of attorney and instructions does not take place without any limitation, immediately upon receipt and at all times, but depends on the office hours and processing times. The applicable office hours will be announced by the Company. The Company will also determine the deadline until which the User may electronically transmit his power of attorney and voting instructions. The User is aware that instructions not transmitted in due time may only be executed late or not at all.

### **4.2 Final Instructions of the User**

In case the User not only issues electronic power of attorney and voting instructions but also appoints another proxy or personally attends the Meeting (general meeting, shareholders' meeting or cooperative meeting), the instructions last received by the Company or its representatives shall be valid. Concerning the form of participation of the User in the Meeting (general meeting, shareholders' meeting or cooperative meeting), the form that he last communicated to the Company or its representatives shall be authoritative.

In the event of technical interruptions, blocking for security reasons or limited access to the Internet or to the services of Nimbus ShApp, the User's last power of attorney and voting instructions made known to the Company or its representatives shall apply.

### **4.3 Liability**

Provided that they have exercised due diligence, the Company or its representatives accept no liability for electronically transmitted powers of attorney and voting instructions of the User that are not received or not received in due time, that have not been or could not be executed or that have not been or could not be duly forwarded.

## **5 Terms for the Electronic Delivery of Documents of the Company**

### **5.1 Scope of Services**

The User has the option to order the Company to henceforth send him documents of the Company (e.g. invitation to the Meeting (general meeting, shareholders' meeting or cooperative meeting), proxy form, admission ticket, annual reports, general information) electronically or in paper form.

The Company is thus entitled to make the documents that the User requests to be delivered electronically available for download. The User will be notified thereof by e-mail.

### **5.2 Delivery**

Electronic documents will be deemed duly delivered if the User has been notified of their availability via the e-mail address specified by him. From such time onwards, the notification will be deemed made, and any periods – especially the period for complaints – shall begin. If electronic delivery is requested, the Company may however still deliver documents only or also in paper form without specifying reasons.

### **5.3 Complaints**

The User shall report any complaints to the Company immediately, at the latest within 14 days of the delivery. Otherwise, the electronic documents will be deemed approved.

### **5.4 Notification Obligation and Accountability**

The User expressly acknowledges that by sending notification that the electronic documents are available for download, the Company fulfils its statutory notification obligation and accountability

### **5.5 Archiving**

The User continues to be responsible for the legally-compliant safekeeping of the documents received from the Company.

### **5.6 Deactivation**

The User can change his settings at any time. However, any

documents already provided electronically by the Company at the time will be deemed delivered.

## **6 Miscellaneous**

### **6.1 Equal Treatment of Saturdays and Sundays/Public Holidays**

In business transactions with the Company or its representatives, Saturdays are treated like Sundays or officially-recognised public holidays.

### **6.2 Foreign Laws/Import and Export Restrictions**

The User acknowledges that by using the services from abroad, he may violate statutory provisions of the respective country. The User is responsible for obtaining information on the legal situation. The Company rejects any and all liability in this regard.

If the User uses the services from abroad, he accepts the fact that the encryption algorithms may be subject to import and export restrictions that he might be violating.

### **6.3 Termination**

The User and the Company may at any time terminate the participation in the respective services of the Company without observing any notice periods. Notice of termination must be given in writing to the other party.

### **6.4 Reservation concerning Statutory Regulations**

Any mandatory statutory regulations that govern the operation and/or use of the respective services are reserved.

### **6.5 Severability**

Invalidity, unlawfulness or unenforceability of individual or several provisions shall not affect the validity of the other provisions.

### **6.6 Applicable Law and Jurisdiction**

All legal relationships of the User with the Company or its representatives are governed by Swiss law. The place of jurisdiction is governed by the mandatory statutory provisions. If such do not apply, the Company's domicile shall be the exclusive place of jurisdiction for all types of proceedings. Nevertheless, the Company may also bring action against the User in the court of jurisdiction or the responsible authority at his place of residence or domicile or any other court of jurisdiction.

### **6.7 Amendments to the GTU**

The Company reserves the right to amend the GTU at any time. The Company will duly inform the User of this. If no objections are raised within one month, the amended GTU will be deemed approved.